



### TOWER(S)/STRUCTURE(S) REMOVAL AGREEMENT

This Agreement is made and effective as of the 27 day of November, 2017, by and between El Paso County, a political subdivision of the State Colorado, hereinafter referred to as "County," and SBA 2012 TC Assets, LLC, hereinafter referred to as "Applicant" is made pursuant to the provisions of the Land Development Code (LDC), and the authorities vested by the El Paso County Board of County Commissioners (Board) in the Development Services Division Director (DSD Director) to establish and enforce zoning regulations pursuant to C.R.S. § 30-28-101 et. Seq., and to execute tower(s)/structure(s) removal agreement(s) and accept surety guaranteeing the tower(s)/structure(s) removal.

The purpose of this Agreement is to guarantee removal of towers/structures in association with a development in El Paso County, Colorado, in the event Applicant does not comply with approved requirements concerning tower(s)/structure(s).

#### RECITALS

WHEREAS, the "Applicant" is the (equitable/legal) owner of the tower/structure, or has legal right to enter upon the Property to install/remove the tower(s)/structure(s) identified in Exhibit A, said Removal Plan being stamped "Approved," dated October 20, 2017, and filed in PCD File # COM-17-034

WHEREAS, the Applicant desires to develop the Property according to the provisions of the LDC;

WHEREAS, in the interest of maintaining the public health, safety and welfare, the County desires to assure that the Property is developed in accordance with the development approval and with the requirements of the LDC, and therefore considers this Agreement to be in the best interests of the County; and

WHEREAS, the County and the Applicant desire to set forth in this Agreement their respective understandings and agreements with regard to tower(s)/structure(s) removal; and

WHEREAS, the Applicant wishes to supply surety guaranteeing the availability of funds to affect removal of tower(s)/structure(s) associated with this Project in the form of one of the following:

\_\_\_\_\_ An Irrevocable Letter of Credit from \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ .

\_\_\_\_\_ Cashier's check in the amount of \$ \_\_\_\_\_ .

\_\_\_\_\_ Certificate of Deposit for the amount of \$ \_\_\_\_\_ .

  x   Performance Bond in the amount of \$30,000.00.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The Applicant shall perform in accordance with the Approved Project Scope.
2. To secure and guarantee performance of its obligations as set forth herein, the Applicant is hereby providing surety in an amount covering all loss caused by Applicants relating to maintenance, replacement, removal or relocation of a Tower(s)/Structure(s) as set forth in the certified cost estimate(s) attached hereto as Exhibit B. This cost estimate must be provided & stamped "Approved" by an Engineer certified to conduct business in the State of Colorado. The surety shall not expire until and unless the use of the property changes, or is no longer needed.
3. Upon completion of Removal of Tower(s)/Structure(s) indicated by the Project Plan, and inspection by the County and a determination that the Project Plan has been completed in conformance with Project Plan Approved Documents, the surety provided will be released upon written request by the Applicant.

4. Should, upon expiration of project, the required removals not be completed by the "Applicant" the El Paso County Board of County Commissioners may draw upon the surety to complete the required removal(s).
5. Should the Applicant fail to remove tower(s)/structure(s) within the specified time frame, the Applicant/Owner authorizes right-of-entry onto the property by the County and others that may be necessary to remove said tower(s)/structure(s) in order to fulfill the requirements of this Agreement.
6. Violation of the terms of this agreement shall also constitute a violation of the Land Development Code and may be prosecuted as a violation pursuant to Chapter 11 of the Land Development Code.
7. This Agreement does not relieve the Applicant of any other obligations imposed by the Land Development Code and/or the Engineering Criteria (ECM) nor authorize any violation.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this 27 day of November, 2017.

**PROPERTY OWNER(S)**

*Shawn McCoy* 11/27/17  
 Authorized Representative Date

Shawn McCoy  
 Print Name

Area Operations Director – West Region  
 Print Title

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

STATE OF California )  
 ) s.s.  
 COUNTY OF Orange )

On 27 day of November, 2017, before me Susan Hamil, personally appeared Shawn McCoy who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SEAL

*Susan Hamil*  
 Notary Public  
2/9/2019  
 My Commission Expires



COUNTY OF EL PASO, STATE OF COLORADO



Planning and Community Development Department Director

Craig Possey

Print Name

12/21/17

Date

EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY

**PARCEL A: [EXCLUSIVE EASEMENT]**

**A perpetual non exclusive easement for telecommunications facilities, and all incidental purposes related thereto, as provided for in the Grant of Easement recorded November 1, 2010 as Reception No. 210109723, over, under and across a parcel of land located in the Northeast one quarter of Section 18, Township 12 South, Range 65 West of the 6th P.M. County of El Paso, State of Colorado, and also being located within the boundaries of THE FOREST CENTER as recorded in Plat Book R-2 at Page 30 of said El Paso County records, more particularly described as follows:**

**COMMENCING at the Northeast corner of said Section 18;**  
**(Bearings are based on Geodetic North according to WGS 84 projection).**  
**Thence S 46°18'52" W a distance of 505.51 feet to the TRUE POINT OF BEGINNING of this parcel;**  
**Thence S 73°58'29" E, a distance of 50.00 feet;**  
**Thence S 16°01'00" W a distance of 50.00 feet;**  
**Thence N 73°58'29" W, a distance of 50.00 feet;**  
**Thence N 16°01'00" E, a distance of 50.00 feet to the POINT OF TERMINATION of this parcel.**

**PARCEL B -ACCESS EASEMENT:**

**A twenty foot wide strip of land over and across a portion of land located in the Northeast one quarter of Section 18, Township 12 South, Range 65 West of the 6th P.M. County of El Paso, State of Colorado, and also being located within the boundaries of THE FOREST CENTER as recorded in Plat Book R-2 at Page 30 of said El Paso County records, as provided for in the Grant of Easement recorded November 1, 2010 as Reception No. 210109723, the centerline of said strip being described as follows:**

**COMMENCING at the Northeast corner of said Section 18;**  
**(Bearings are based on Geodetic North according to WGS 84 projection),**  
**Thence S 82°41'30" W a distance of 392.72 feet to the TRUE POINT OF BEGINNING on the North line of said THE FOREST CENTER;**  
**Thence S 00°19'47" E, 68.94 feet;**  
**Thence S 10°16'41" E, 45.93 feet;**  
**Thence S 26°14'27" E, 135.12 feet;**  
**Thence S 16°01'31" W, 73.64 to the POINT OF TERMINUS on the Northerly line of the Exclusive Easement described as Parcel A, herein..**

**PARCEL C- UTILITY EASEMENT:**

**A five foot wide strip of land over and across a portion of land located in the Northeast one quarter of Section 18, Township 12 South, Range 65 West of the 6th P.M. County of El Paso, State of Colorado, and also being located within the boundaries of THE FOREST CENTER as recorded in Plat Book R-2 at Page 30 of said El Paso County records, as provided for in the Grant of Easement recorded November 1, 2010 as Reception No. 210109723, the centerline of said strip being described as follows:**

**COMMENCING at the Northeast corner of said Section 18;**  
**(Bearings are based on Geodetic North according to WGS 84 projection),**  
**Thence S 83°18'52" W a distance of 428.90 feet to the TRUE POINT OF BEGINNING on the North line of said THE FOREST CENTER;**  
**Thence S 00°28'47" E, 285.17 feet;**  
**Thence S 73°58'29" E, 59.67 feet to the POINT OF TERMINUS on the Westerly line of the Exclusive Easement described as Parcel A, herein..**



Exhibit B: Certified Cost Estimate

|  |   |
|--|---|
| <b>Structural Modification Cost Estimate</b> |   |
| <b>Client Name:</b> SBA Communications Corp  | <b>Monopole</b> NA                        |
| <b>Site Name:</b> Black Forest South         | <b>Design ANS/JTA Standard:</b> EIA-222-G |
| <b>Site Number or ID:</b> GC046086-A-SBA     | <b>S/A Project Number:</b> NA             |
| <b>Select State:</b> Colorado                | <b>S/A Completed Date:</b> 10/18/2017     |
| <b>Structure Type:</b>                       | <b>Wind Speed (mph):</b>                  |
| <b>Structure Height (Ft.):</b>               | <b>Design ANS/JTA Standard:</b>           |

**Structural Analysis Findings (with and without the proposed equipment) and the Cost Estimates**

| Structural Items | % Usage Under Existing Loads*** | % Usage Under Existing + loads | % Usage Under Full Loads | % Usage Increase from Loads * | % Usage Increase from SBA loads ** | % Responsibility From loads | % Responsibility from SBA | % Responsibility from Tower Owner |
|------------------|---------------------------------|--------------------------------|--------------------------|-------------------------------|------------------------------------|-----------------------------|---------------------------|-----------------------------------|
| Monopole Shafts  | 105.0%                          | N/A                            | 110.0%                   | N/A                           | 4.8%                               | N/A                         | 100.0%                    | 0.0%                              |
| Anchor Bolts     |                                 |                                |                          |                               |                                    |                             |                           |                                   |
| Base Plate       |                                 |                                |                          |                               |                                    |                             |                           |                                   |
| Foundation       |                                 |                                |                          |                               |                                    |                             |                           |                                   |

\* If the percentage increase is less than 0%, use 0%.  
 \*\* (1). If the percentage increase is less than 0%, use 0%.  
 (2). If there are reserved loads, the % increase is calculated based on the % usage under existing & reserved loads.  
 \*\*\* The % usage was based on the last structural analysis report.

% usage of the structures to be considered as failed: 105.0%

Other Fees: Close-out inspections:

Project Management Fee @ 0.0% of the Cost: \$0  
 Applicable Tax: 7.52%  
 Total Construction Cost Estimate: \$30,000 High Range: NA Low Range: \$0  
 Cost to : \$0 High Range: \$0 Low Range: \$0  
 Cost to SBA: \$30,000 High Range: NA Low Range: \$0  
 Cost to Tower Owner: \$0 High Range: \$0 Low Range: \$0

Cost of the Mod Drawings to Correct Failure: NA

**Modification Recommendations and Comments**

Is this the first S/A under EIA-222-G since the last S/A under F? No

| Structural Items    | Recommendations and Comments  |
|---------------------|---|
| Monopole Shafts     |   |
| Anchor Bolts        |   |
| Base Plate          |   |
| Foundation          |   |
| Notes               | Estimated cost for demolition and removal of 87 monopoles & compound. |
| Reasons For Failure |   |

Reserved Carrier Name (Enter N/A if there is no Reserved Carrier):

Proposed Carrier Name: SBA

